

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
RADIO & INVESTMENTS, INC.)	File No. EB-03-IH-0481
)	FRN No. 0006638720
Licensee of Stations KFRA(AM) and)	Facility ID No. 22307
KDDK(FM),)	Facility ID No. 22310
Franklin, Louisiana)	

ORDER

Adopted: January 15, 2005

Released: January 18, 2005

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (the "Bureau") has been investigating whether Radio & Investments, Inc. ("RII"), licensee of Stations KFRA(AM) and KDDK(FM) (formerly KFMV(FM)), Franklin, Louisiana, has engaged in an unauthorized transfer of control of the stations and violated various technical requirements, contrary to the Communications Act of 1934, as amended, and the Commission's rules.

2. By this *Order*, we adopt the attached Consent Decree entered into between the Bureau and RII, which is incorporated by reference herein.

3. We have reviewed the Consent Decree and evaluated the circumstances underlying the Bureau's investigation. We believe that the public interest would be served by adopting the Consent Decree and terminating the investigation.

4. ACCORDINGLY, IT IS ORDERED that, pursuant to section 4(i) of the Communications Act of 1934, as amended,¹ and sections 0.111 and 0.311 of the Commission's rules,² the Consent Decree attached hereto IS ADOPTED.

5. IT IS FURTHER ORDERED, that the investigation by the Enforcement Bureau IS TERMINATED.

6. IT IS FURTHER ORDERED, that copies of this *Order* shall be sent by certified mail, return receipt requested to Kenneth R. Noble II, President, Radio & Investments, Inc., 308 Verdunville Road, Franklin, Louisiana 70538, and to its counsel, Aaron Shainis, Esq., Shainis & Peltzman, Chartered, 1850 M Street, N.W., Suite 240, Washington, DC 20036.

¹ 47 U.S.C. § 154(i).

² 47 C.F.R. §§ 0.111, 0.311.

FEDERAL COMMUNICATIONS COMMISSION

David H. Solomon
Chief, Enforcement Bureau

CONSENT DECREE**I. Introduction**

1. This Consent Decree is entered into by the Enforcement Bureau of the Federal Communications Commission and Radio & Investments, Inc., the licensee of Stations KFRA(AM) and KDDK(FM), Franklin, Louisiana.

II. Definitions

2. For the purposes of this Consent Decree, the following definitions shall apply:
- a) “RII” refers to Radio & Investments, Inc., a Louisiana corporation, and its successors and assigns to the extent indicated in Paragraph 14 below;
 - b) “Bureau” means the Enforcement Bureau of the Federal Communications Commission;
 - c) “Parties” means the Bureau and RII;
 - d) “Non-Related Company” means a company or organization in which Kenneth R. Noble II, K. Ray Noble III or R. Joseph Noble, individually or collectively, is not an officer, director, partner, member, manager or holder (either directly or indirectly) of an ownership interest.
 - e) “Commission” or “FCC” means the Federal Communications Commission;
 - f) “Engineer” means a registered professional engineer who is experienced in broadcasting operations and regulations and who is retained by RII;
 - g) “RII Stations” means Station KFRA(AM) (Facility ID No. 22307) and Station KDDK(FM) (formerly KFMV(FM)) (Facility ID No. 22310), both licensed to Franklin, Louisiana;
 - h) “Licenses” means all authorizations, permits and licenses issued by the Commission in connection with the operation of the RII Stations;
 - i) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. Section 151 *et seq.*;
 - j) “Rules” means the Commission’s regulations set forth in Title 47 of the Code of Federal Regulations;
 - k) “Order” means an order of the Bureau adopting this Consent Decree;
 - l) “Effective Date” means the date on which the Bureau releases the Order;
 - m) “Checklists” means the FCC’s Broadcast Self-Inspection Checklists (<http://www.fcc.gov/eb/bc-chklsts/>) as of the Effective Date; and

- n) "Violations" means the violations of the Act and the Rules by RII, as set forth in Table I, attached, which is incorporated herein and forms a part of this Consent Decree.

III. Background

3. On June 21 and 22, 2001, the Bureau's New Orleans Field Office attempted an inspection of the RII Stations. That effort resulted in the commencement of an investigation by the Bureau which revealed various Violations involving the RII Stations by RII and its predecessor-in-interest, FM Radio, L.C., as described in Table I.¹

4. RII has committed to complete the remedial measures and other undertakings contemplated by this Consent Decree.

IV. Agreement

5. RII and the Bureau agree to be legally bound by the terms and conditions of this Consent Decree. RII and the Bureau each represent and warrant that its signatory is duly authorized to enter into this Consent Decree on its behalf. RII agrees that the Bureau has jurisdiction over the matters contained in this Consent Decree.

6. RII hereby admits to having committed the Violations.

7. In express reliance upon the undertakings contained herein, the Bureau agrees to terminate its investigation into the matters discussed in paragraph 3 above. The Bureau agrees that it will not use the Violations in any action against RII and/or Kenneth R. Noble II, provided that RII satisfies all of its obligations under this Consent Decree. In the event that RII fails to satisfy any of its obligations under this Consent Decree, the Bureau may take any enforcement action available pursuant to the Act and the Rules with respect to the Violations, any further violations of the Act or the Rules by RII or Kenneth R. Noble II, and/or the violation of this Consent Decree.

8. RII will make a voluntary contribution to the United States Treasury in the amount of Twenty Thousand Dollars (\$20,000), payable in installments in accordance with the schedule set forth on Table II, attached, which is incorporated herein and forms a part of this Consent Decree. RII will make each installment of this contribution on a timely basis without further protest or recourse, by check or similar instrument, payable to the order of the Federal Communications Commission. Each payment must include Acct. No. 200532080011 and FRN No. 0006638720. Any payment by check or money order may be mailed to Forfeiture Collection Section, Finance Branch, Federal Communications Commission, P.O. Box 73482, Chicago, Illinois 60673-7482. Any payment by overnight mail may be sent to Bank One/LB 73482, 525 West Monroe, 8th Floor Mailroom, Chicago, Illinois 60661. Any payment by wire transfer may be made to ABA Number 071000013, receiving bank Bank One, and account number 1165259.

9. Within ninety (90) days from the Effective Date, RII will inspect the RII Stations and certify, in writing (supported by a written certification from the Engineer participating in the

¹ Both FM Radio, L.C. and RII are controlled by Kenneth R. Noble II, the President of RII. FM Radio, L.C. was the licensee of the RII Stations until March 4, 2004, when it consummated a *pro forma* assignment of the licenses of those stations to RII. See FCC File Nos. BAL-20031224AAB and BALH-20031224AAA.

inspection with respect to engineering matters), that (a) each Violation has been remedied, and (b) each station is in compliance with all Rules and all terms and conditions of its Licenses.² The Checklists will be used as a guide for conducting such inspection and making such certification. For each RII Station that RII either fails or is unable to certify as having remedied each Violation, RII must surrender for cancellation all Licenses for that station at the time that such certification is due pursuant to Paragraph 11 hereof. For each RII Station that RII either fails or is unable to certify as being in compliance with all Rules and all terms and conditions of its Licenses, for reasons unrelated to the Violations, RII must certify in writing that such station will come into compliance in no less than ninety (90) days, and must provide a written certification of compliance from RII (supported by a written certification of compliance from the Engineer with respect to any engineering matters) within such period. For each RII Station that RII either fails or is unable to certify as having come into compliance in such time period, RII must surrender for cancellation all Licenses for that station at the time that such certification is due pursuant to Paragraph 11 hereof.

10. On or before January 1, 2006 (but no earlier than December 1, 2005), and January 1, 2007 (but no earlier than December 1, 2006), RII will inspect the RII Stations and certify in writing (supported by a written certification of compliance from the Engineer participating in the inspection with respect to engineering matters) that each station is in compliance with all Rules and all terms and conditions of its Licenses. The Checklists will be used as a guide for conducting each inspection and making each certification. In the event that one or both of the RII Stations has temporarily discontinued operation pursuant to 47 C.F.R. § 73.1740(a)(4), the inspection and certification will be delayed until operation is resumed on both stations, provided that any delay beyond sixty (60) days will be deemed a failure to certify. The failure by or inability of RII to so certify in any instance will result in enforcement action by the Bureau against RII, at the Bureau's discretion.

11. All certifications referenced in Paragraphs 9 and 10 above must be delivered to the Chief of the Investigations and Hearings Division of the Bureau within fourteen (14) days of the applicable inspection deadline.

12. RII will provide the Chief of the Investigations and Hearings Division of the Bureau with a copy of any time brokerage agreement, joint sales agreement or any agreement that contemplates another party providing more than half of the programming or commercial advertising on either of the RII Stations, within fourteen (14) days of execution of such agreement, for a period of five (5) years from the Effective Date. In addition, RII will simultaneously serve on the Chief of the Investigations and Hearings Division of the Bureau a copy of any agreement that it files with the Commission pursuant to section 73.3613(d) of the Rules. RII represents and warrants that no agreement subject to this Paragraph 12 is currently in effect.

13. RII agrees that any violation by it of this Consent Decree, including but not

² The Parties agree that RII will establish its remediation of the violation of 47 U.S.C. § 310(d) by providing the Bureau with an affidavit or declaration from RII's President that RII is in sole control of the programming, personnel and finances of each RII Station. The Parties further agree that a certification of remediation and a certification of compliance may be made, notwithstanding any non-material violation(s) by RII of 47 C.F.R. § 73.3526. Any such violation(s) will be deemed non-material for purposes of this Consent Decree if the public inspection file is substantially complete. The Parties further agree that RII will establish its remediation of 47 C.F.R. §§ 73.1800, 73.1820 and 73.1840 by maintaining station logs in accordance with those rules from and after the Effective Date.

limited to its failure to make any of the payments required by Paragraph 8 hereof, will constitute a separate violation of a Commission order and subject RII to appropriate administrative sanctions.

14. This Consent Decree will be binding on RII's successors and assigns, provided that in the event of an assignment of the Licenses to a Non-Related Company, only the obligations of Paragraph 8 will be binding on the assignee.

15. RII waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Order, provided the Order adopts the Consent Decree without change, addition or modification.

16. RII agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. Section 504 and 47 C.F.R. Section 1.1501 *et seq.*, relating to the matters discussed in this Consent Decree.

17. RII and the Bureau agree that the effectiveness of this Consent Decree is expressly contingent upon issuance of the Order, provided the Order adopts the Consent Decree without change, addition or modification.

18. RII and the Bureau agree that if RII, the Commission or the United States on behalf of the Commission, brings a judicial action to enforce the terms of the Order adopting this Consent Decree, neither RII nor the Commission will contest the validity of the Consent Decree or Order, and RII and the Commission will waive any statutory right to a trial *de novo* with respect to any matter upon which the Order is based (provided in each case that the Order is limited to adopting the Consent Decree without change, addition, or modification), and will consent to a judgment incorporating the terms of this Consent Decree.

19. RII and the Bureau agree that, in the event that this Consent Decree is rendered invalid by any court of competent jurisdiction, it will become null and void and may not be used in any manner in any legal proceeding.

20. This Consent Decree may be signed in counterparts and/or by telecopy and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed by telecopy or by original signatures.

RADIO & INVESTMENTS, INC.

By: _____
Kenneth R. Noble II, President

Date: _____

ENFORCEMENT BUREAU
FEDERAL COMMUNICATIONS COMMISSION

By: _____
David H. Solomon, Chief

Date: _____

TABLE I
VIOLATIONS

Violation	Citation	Station(s)
Unauthorized Transfer of Control	47 U.S.C. § 310(d)	KFRA, KDDK
Failure to Install/Maintain EAS Equipment	47 C.F.R. §§ 11.35, 73.1250, 73.1300, 73.1350(h)	KFRA, KDDK
Failure to Register Antenna Structure and Post Registration	47 C.F.R. § 17.4(a)(1), (g)	KDDK
Failure to Maintain/Staff Main Studio	47 C.F.R. § 73.1125	KFRA, KDDK
Failure to Designate Chief Operator	47 C.F.R. §§ 73.1350(a)-(c), 73.1870	KFRA, KDDK
Excess operating power	47 C.F.R. § 73.1560(b)	KDDK
Failure to conduct equipment performance measurements	47 C.F.R. § 73.1590(a)(6)	KFRA
Failure to maintain station logs	47 C.F.R. §§ 73.1800, 73.1820, 73.1840	KFRA, KDDK
Failure to maintain public file and make public file available	47 C.F.R. § 73.3526	KFRA, KDDK

TABLE II
PAYMENT SCHEDULE

Date	Amount
January 17, 2005	\$5007
February 15, 2005	\$1363
March 15, 2005	\$1363
April 15, 2005	\$1363
May 16, 2005	\$1363
June 15, 2005	\$1363
July 15, 2005	\$1363
August 15, 2005	\$1363
September 15, 2005	\$1363
October 17, 2005	\$1363
November 15, 2005	\$1363
December 15, 2005	\$1363